

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 05-11598 WGY
	)	<u>THREE-JUDGE COURT</u>
CITY OF BOSTON,	)	
MASSACHUSETTS; THOMAS M.	)	
MENINO, in his official	)	
capacity as Mayor of the	)	
City of Boston; BOSTON CITY	)	
COUNCIL: MICHAEL F. FLAHERTY,	)	
PAUL J. SCAPICCHIO, JAMES M.	)	
KELLY, MAUREEN E. FEENEY,	)	
CHARLES C. YANCEY, ROB	)	
CONSALVO, JOHN TOBIN,	)	
CHUCK TURNER, MICHAEL P.	)	
ROSS, JERRY P. MCDERMOTT,	)	
FELIX D. ARROYO, MAURA	)	
HENNIGAN, STEPHEN J.	)	
MURPHY; BOSTON ELECTION	)	
DEPARTMENT; GERALDINE	)	
CUDDYER, in her official	)	
capacity as Chair of the	)	
Boston Election Department,	)	
	)	
Defendants.	)	
_____	)	

**UNITED STATES' UNOPPOSED MOTION TO CLARIFY MEMORANDUM  
OF AGREEMENT AND SETTLEMENT**

The United States moves this Court, pursuant to Paragraph 29 of the Memorandum of Agreement and Settlement and Paragraph 3 of this Court's Order entered October 18, 2005, for an order clarifying Paragraphs 2, 19, and 20 of the Memorandum of Agreement and Settlement entered into between the United States and the City of Boston on September 15, 2005. The Parties agree that, when Paragraph 19 of the Agreement states “. . . official and absentee ballots

shall also be provided bilingually in Chinese and English . . . ,” the phrase “bilingually in Chinese and English” includes the translation or transliteration, of candidates names in Chinese, i.e., display of candidates’ names in Chinese characters, and the original intent of the parties in entering into the agreement reflected the same. The Parties also agree, that, when Paragraph 20 of the Agreement states “the City agrees to provide ballots bilingual in English and Chinese . . . as agreed in Paragraph 19 above . . . ,” the phrase “bilingual in English and Chinese” includes the translation or transliteration of candidates names in Chinese, i.e., display of candidates’ names in Chinese characters, and the original intent of the parties in entering into the agreement reflected the same. The Parties further agree, that, when Paragraph 2 of the Agreement states the phrase “bilingual ballots,” when referring to the Chinese language, such phrase includes a ballot with the names of the candidates translated or transliterated in Chinese, i.e., display of candidates’ names in Chinese characters, and the original intent of the parties in entering into the agreement reflected the same.

The Commonwealth of Massachusetts, through the Secretary of the Commonwealth, has taken the position, contrary to that held by the Department of Justice and the City of Boston, that transliteration is not required in ballots that are made available to Chinese voters in state elections administered by the Secretary of the Commonwealth. While maintaining that transliteration is both appropriate and mandated in elections over which it has sole authority, the City of Boston takes the position that it lacks the authority to require the Secretary of the Commonwealth to transliterate ballots which are overseen by the Secretary of the Commonwealth, such as will be the case in the upcoming special primary election on Tuesday, May 29, 2007. The City of Boston further maintains that it lacks the authority to present a transliterated sample ballot or other posting at polling places during elections overseen by the

Secretary of the Commonwealth. The United States seeks an order from the Court in an attempt to avoid the necessity of invoking the remedies provided for in Paragraph 2 of the Memorandum of Agreement and Settlement.

For the foregoing reasons, the United States respectfully requests this Court enter an Order clarifying Paragraphs 2, 19, and 20 of the Memorandum of Agreement and Settlement.

Respectfully submitted,

WAN J. KIM  
Assistant Attorney General  
Civil Rights Division

JOHN K. TANNER  
Chief, Voting Section

/s/ Jared M. Slade  
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Date: May 24, 2007

**CERTIFICATE OF SERVICE**

I, Jared M. Slade, hereby certify that the foregoing document and proposed order filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on May 25, 2007.

I also certify that on May 25, 2007, I will cause to be served, by First Class Mail, a true copy of the foregoing Motion and Proposed Order, to the following:

William F. Sinnott  
Corporation Counsel City of Boston  
City Hall Room 615  
Boston, MA 02201

/s/ Jared Slade

Jared M. Slade  
Trial Attorney, Voting Section  
United States Department of Justice

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Defendants. )

**PROPOSED ORDER**

THIS MATTER having come before the Court on the United States' Unopposed Motion to Clarify Memorandum of Agreement and Settlement, seeking clarification of Paragraphs 2, 19, and 20 of said Agreement, and the Court finding that there is good reason for such clarification;

HEREBY ORDERS that the motion is GRANTED and that the term bilingual and/or bilingually, when referring to the Chinese language, and as found in Paragraphs 2, 19, and 20 of the Memorandum of Agreement and Settlement, includes translation or transliteration of

candidates' names in Chinese, i.e., display of candidates' names in Chinese characters, and the original intent of the parties in entering into the agreement reflected the same.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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UNITED STATES CIRCUIT JUDGE

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UNITED STATES DISTRICT JUDGE

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UNITED STATES DISTRICT JUDGE